

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MASSACHUSETTS

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STEPHEN D. CAIAZZO,  
Plaintiff

v.

THE MEDALLION INSURANCE  
AGENCIES, INC.,  
Defendant

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CIVIL ACTION NO.  
04-12627 RCL

**PLAINTIFF'S RESPONSE TO DEFENDANT'S STATEMENT OF FACTS**

The plaintiff, Stephen D. Caiazzo ("Caiazzo"), submits this Response to Defendant's Statement of Facts in support of his opposition to defendant's motion for summary judgment. Caiazzo admits the numbered facts asserted by defendant to which he does not respond herein.

4. Caiazzo admits that he did obtain an insurance agent's license in the Commonwealth of Massachusetts. However, this was in about 1976 while Caiazzo worked for a few months for Metropolitan Life selling life insurance policies. Defendant's Exhibit 1A, deposition of Caiazzo, pp. 18-21.

**"Disability Policy" Claim**

5. Caiazzo claims that he had a disability income policy in effect when he became disabled in August 2001. Defendant Medallion Insurance Agencies, Inc. ("Medallion") claims that there is not evidence that such a policy existed. However, Caiazzo requested a disability income policy to protect the income he was making and because he moved kegs of beer, cases of beer and liquor, tables and chairs and a stage for bands. Defendant's Exhibit 5, Interrogatory Answer

No. 7. John D'Addario of Medallion came to Caiazzo's restaurant/bar and went over his income figures to complete the amount of coverage. Caiazzo had to submit tax returns to establish his income. Id. After Caiazzo's knee was reinjured in 2001, he called John D'Addario regarding his policy. D'Addario told Caiazzo that there was no policy. Caiazzo insisted that there was. Id. Caiazzo stated that he did receive disability policy in a package of policies with a quote for a year of coverage. Defendant's Exhibit 1B, deposition of Caiazzo, p. 138; Exhibit 1, attached hereto, which shows disability income (business income) in effect from 2/19/00 to 2/19/01. However, Caiazzo stored the policy at his business and his personal property, including this policy, was thrown away by his commercial landlord after the doors to his business were locked. Defendant's Exhibit 1B, deposition of Caiazzo, p. 140. Caiazzo also saw a copy of the cover sheet for this policy in the office of his attorney, Thomas Collins, in 2002. Defendant's Exhibit 1B, deposition of Caiazzo, pp. 139-141. Caiazzo then asked Attorney Collins to submit a claim under the policy to Medallion, but Attorney Collins failed to do so and failed to return Caiazzo's calls. Defendant's Exhibit 1B, deposition of Caiazzo, P. 142.

6. Caiazzo admits that he does not have cancelled checks for this disability income policy, but states that this disability income policy was part of a package of policies. Defendant's Exhibit 1B, deposition of Caiazzo, p. 138. Thus, there would be no separate checks for this disability income policy.

7. Caiazzo stated that his disability income policy was part of a package policy financed by Standard Funding. Caiazzo stated that the documents used by Medallion at his deposition did not show any disability income policy or payment for same, but that he had received disability income policies. Defendant's Exhibit 1B, deposition of Caiazzo, p. 145. The earlier policies were destroyed in a flood at Caiazzo's business in Malden. Id. at p. 152.

8. The financing agreement set forth in defendant's Exhibit 5, does not show that a disability income policy was financed on March 22, 2001. Caiazzo stated that there was a delay in issuing the policy, so that it would not appear on the policies financed on March 22, 2001.

Defendant's Exhibit 1B, deposition of Caiazzo, p. 160.

9. Caiazzo admits that he has no documentation showing any disability income policy, but his policy documents were destroyed by a flood at his Malden business and other policy documents were later thrown away by third parties at his Salem bar/restaurant. Defendant's Exhibit 1B, deposition of Caiazzo, pp. 140, 152. Caiazzo also told his attorney to assert a claim under the policy, but that Attorney Collins failed to do so and failed to send the disability income policy cover page to Caiazzo. Id., pp. 139, 142.

10. Caiazzo stated that the policy was to pay him \$1,500.00 per week if he became disabled, that he saw the policy, but was not familiar with all of the policy provisions. Defendant's Exhibit 5, Interrogatory Answer No. 5; Defendant's Exhibit No. 1B, deposition of Caiazzo, pp. 155-156.

11. Caiazzo admits that Attorney Collins stated that he did not see a disability policy for Caiazzo. Caiazzo also admits that Attorney Collins said that he investigated whether a disability policy existed upon which to make a claim on behalf of Caiazzo and determined that there was no policy in existence. However, Caiazzo saw a disability income policy cover sheet in Attorney Collin's office. See Response No. 5 above. In addition, Caiazzo filed a complaint against Attorney Collins before the Board of Bar Overseers. Defendant's Exhibit 1B, deposition of Caiazzo, p. 142; Defendant's Exhibit 24, deposition of Attorney Collins, p. 14. As a result, no one would believe that Attorney Collins would admit his mistakes. In addition, Attorney Collins admitted that his "investigation" was only his contacting two worker's compensation companies to see if they issued policies to Caiazzo. Exhibit 2, Affidavit of Dean Carnahan, par. 2. Also,

Attorney Collins did not produce either of these two letters to the insurance companies of their responses. Id.

12. Caiazzo has sued Attorney Collins for malpractice. One of the claims in that action is that the \$24,000.00 worker's compensation settlement was unreasonably low and that Attorney Collins failed to obtain documents which would have resulted in a much higher award. Exhibit 2, Affidavit of Dean Carnahan, par. 3.

#### Property Claim

13. Medallion states that its Exhibit 6 shows a cancellation by the finance company. However, Defendant's Exhibit 6 does not show a non-payment, but only shows a cancellation, which could be for other reasons.

16. Caiazzo testified that he did not operate his bar/restaurant between January and March 2001 without any insurance since the prior year's insurance ran from March 2000 to March 2001. Defendant's Exhibit No. 1B, pp. 220-221; Exhibit 1, attached hereto. Defendant's Exhibit No. 8 is a request for a quote "with and without liquor." This request left intact the original request for a quote including property insurance and business income (disability) coverage as shown in Defendant's Exhibit No. 7.

17. Medallion states that its Exhibit 9 is a March 15, 2001 quotation including coverage for general liability and liquor liability. However, Exhibit 9 is an actual quotation for general liability without any liquor liability dated January 9, 2001, including property coverage and disability coverage as in Defendant's Exhibit No. 7. Medallion's Exhibit does state, "As discussed, prefer to pass on property due to fact that applicant has been bare." This was not what Caiazzo discussed with Medallion. See following Response No. 18. Caiazzo was never "bare"

regarding his insurance coverage, but only in the shower and in bed with his wife while they were together. The quotation makes no sense and was not the coverage Caiazzo requested.

18. Caiazzo denies that he declined property coverage. Defendant's Exhibit 1B, deposition of Caiazzo, p. 212, where Caiazzo states that he discussed the reduction of his total annual premium by reducing the coverage for liquor liability from \$1M to \$500,000.00 and by eliminating the coverage for business interruption. Id., pp. 212-213. Medallion asserts that Exhibit 10 shows that Caiazzo declined property coverage. However, Defendant's Exhibit 10 only shows general liability coverage. It says in handwriting that it is for general liability and liquor liability, but the actual printed language says it is for general liability with an exclusion for liquor liability. Exhibit 10 does not show that property coverage was excluded or declined.

19. Defendant's Exhibit 10 only shows part of the package, which is general liability coverage.

20. The finance agreement (Defendant's Exhibit 11) is only for general liability, liquor liability and worker's compensation coverage. It does not address, include or exclude property coverage. It was not the policy package he discussed with Medallion. See Response No. 18 above.

27. Caiazzo also seeks to recover for the loss of his own personal property as well as the corporate property he purchased from the bankruptcy trustee. *See* Exhibit 3, attached hereto.

28. Caiazzo did not list his own personal property in the corporate bankruptcy and he was not required to do so.

29. See preceding Response No. 28.

30. There was no need to list this current lawsuit in the bankruptcy Statement of Affairs because this is a personal and individual action of Caiazzo and it has nothing to do with the

corporate bankruptcy.

36. Caiazzo's personal property would be covered under a policy issued to Jenna's Pub, Inc. Exhibit 4, attached hereto, showing coverage for personal property of others located in the premises.

37. Attorney Collins testified that the only "investigation" he made as to whether property coverage existed was an inquiry to Medallion. Defendant's Exhibit 24, deposition of Attorney Collins, p. 18. Caiazzo admits that Attorney Collins testified that Caiazzo has no basis for any claim for his loss of personal property. However, Caiazzo did sue Beverly Co-operative Bank and Harbor Rental and Realty, Inc. for this property loss, which resulted in a jury verdict in his favor in the amount of \$25,000.00. Exhibit 2, Affidavit of Dean Carnahan, par. 4.

38. See previous Response No. 37.

#### Liability Claim

40. Caiazzo admits that the summons and complaint were served in hand to Karen Ware, an employee of Caiazzo's business. However, Caiazzo testified that he did not remember if he saw the summons and complaint and that if he had seen them, he would have given them to Medallion. Defendant's Exhibit 1A, deposition of Caiazzo, pp. 94-95. Caiazzo testified that he received a letter from Cuttichia's attorney before suit was filed, called John D'Addario of Medallion and that D'Addario came to Caiazzo's restaurant/bar and picked up the letter. Defendant's Exhibit 1A, deposition of Caiazzo, pp. 58-59; *See* Exhibit 5, attached hereto. This Exhibit shows letters from Cuttichia's attorney dated 11/5/96 and 1/9/97. The 11/5/97 letter references a prior 9/30/96 letter. This is important because Medallian says that its computer system and paper files did not go back to 1996. *Id.*, p. 3. Medallion also stated that it appeared that its files regarding this claim had been lost when they moved. Thus, it appears that

Medallion lost the letter or letters Caiazzo gave to John D'Addario regarding the claim. Caiazzo testified that he had been in business as a bar owner since 1982. Id., p. 38. He also testified that he has had four or five fights in his bar/restaurants and whenever he learns of a claim, he submits it to his insurance agent. Id., p. 72.

41. Caiazzo was not aware of the defaults, assessments of damages or judgments against him until late 2002 or early 2003. Defendant's Exhibit 1A, deposition of Caiazzo, p. 85. Attached hereto as Exhibit 7 are the documents Caiazzo's wife withheld from Caiazzo for several months. These documents are dated from March 26, 2002 through October 7, 2002.

43. Caiazzo was not aware of the Superior Court default judgment entered in December 2002. Defendant's Exhibit 1A, deposition of Caiazzo, p. 85. Medallion refers to a court order attached as its Exhibit 22, but this court order does not appear in Exhibit 22.

44. Caiazzo learned of the judgment against him just before a real estate attachment was allowed, execution issued and a lien was placed on his personal real estate. Defendant's Exhibit 1B, deposition of Caiazzo, p. 114. Caiazzo stated that he thought Cuttichia had moved to Canada or dropped his case. Id., p. 115. Caiazzo testified, "Do you honestly think I would allow someone to go unnoticed over at court and have them apply a \$36,000.00 lien on my property without defending at all?" Id.

46. Defendant asserts that Caiazzo, through his attorney, first notified Medallion of the Cuttichia claim in December 2002. However, Caiazzo reported the claim to John D'Addario of Medallion before the suit was filed. Defendant's Exhibit No. 1A, deposition of Caiazzo, pp. 58-59; Exhibit 5, attached hereto.

53. Medallion submitted the claim to the liquor liability carrier, which was the incorrect insurance company. This insurance denied the claim because the incident did not arise from the

selling or furnishing of alcohol and was not covered under the liquor liability policy. Medallion should have sent the claim to the general liability carrier.

54. Attorney Collins testified that he became aware of the Cuttichia matter in December 2002 and spoke with John D'Addarion about it in December 2002. Defendant's Exhibit 24, deposition of Attorney Collins, pp. 40-41. This would have been sufficient time for an attorney to appear in court before execution was issued on February 10, 2003. Defendant's Exhibit 22.

Additional Facts

55. Caiazzo filed a complaint against Medallion with the Division of Insurance. *See* Exhibit 8, attached hereto. John D'Addario responded saying that the liability policy and liquor liability policy were cancelled on 12/15/01. *Id.*, pp. 1-2. Caiazzo responded pointing out that a cancellation on 12/15/01 was after his business had closed and had nothing to do with a claim arising in September 2001. *Id.*, pp. 3-4.

By Plaintiff's Attorney,

/s/ Dean Carnahan  
DEAN CARNAHAN  
BBO #074580  
LAW OFFICES OF DEAN CARNAHAN  
51 Newcomb Street  
Arlington, MA 02474  
(781) 641-2825  
[ddcarnahan@rcn.com](mailto:ddcarnahan@rcn.com)

Dated: April 3, 2004



CERTIFICATE OF SERVICE

I, Dean Carnahan, hereby certify that on this day I served this pleading on defendant by filing through the ECF system which will send the pleading electronically to Kerry D. Florio, Attorney for the Defendant.

Date: April 3, 2006

/s/ Dean Carnahan  
DEAN CARNAHAN

B-2274-RSF

# **EXHIBIT 1**

No. S007808

Renewal of Number  
New**GENERALI**Assicurazioni Generali  
United States Branch  
One Liberty Plaza, New York, N.Y. 10006*Canoe*

Item 1. Named Insured and Mailing Address (No., Street, Town, County, State, Zip)

Jenna's Pub, Inc. d/b/a  
Scuttlebutts  
73 Lafayette Street  
Salem MA 01970International Excess & Treaty  
Managers, Inc.  
400 Massachusetts Avenue - Suite 113  
East Providence, RI 02914

Item 2. Policy Period Years

From 02/19/00 to 02/19/01 12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3. The named insured is

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other:

Item 4. Designated Premises (enter below)

Occupancy of Premises  
Tavern

No. 1 Same

No. 2

No. 3

☐ Additional buildings or premises as designated on Supplemental Declarations attach

Item 5. Insurance is provided with respect to the designated premises and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof.

SECTION I PROPERTY COVERAGE			Building(s)	Personal Property of the Insured	Personal Property of Others	DEDUCTIBLE	
Coinsurance Percentage Applicable			80 %	80 %		each occurrence	aggregate each occurrence
Limit of Liability	Loc. No.	Bldg. No.				\$1,000.00	
	1	1		\$150,000.00		no deductible stated	above, the deductible shall be
	1	1	\$30,000.00	(Improvement & Betterment)		\$100	\$1,000
	1	1	\$2,000.00	(Awning)		each occurrence	aggregate each occurrence

Additional Cov. (Specify) Earnings per MP1593

**NO FLAT CANCELLATIONS PERMITTED**

SECTION II LIABILITY COVERAGE		SMP-LIABILITY INSURANCE				Bodily Injury Liability	Property Damage Liability	Premises Medical
		Bodily Injury & Property Damage Liability		Premises Medical Payments				
		Combined Single Limit				IF NO LIMIT SHOWN FOR SMP-LIABILITY INSURANCE REFER TO COVERAGE PART OR ENDORSEMENT		
Limit of Liability		each occurrence	aggregate	each person	each accident			
Additional Cov. (Specify)		See L6112	See L6112	See L6111	See L6111			

Audit Per: Non-Auditable Unless Indicated By an "X". ☒ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Other:☐ SECTION III - CRIME COVERAGE☐ SECTION IV - BOILER AND MACHINERY COVERAGEAs stated in the endorsement, made part of this Policy, if indicated by ☒

Item 6. Forms &amp; Endorsements made part of this policy at time of issue in addition to Special Multi-Peril Policy Conditions &amp; Definitions (insert no. and edition of IEX-GEMA, MP0107, MP0101)

- a. Section I - Forms and Endorsements Only: IEX-GEMA, MP0107, MP0090, MP0101, MP0014, MP0013, IEX-162, IL0014, MP0420, IEX-164, IEX-160
- b. Section II - Forms and Endorsements Only: IEX-GEMA, MP9991, MP0093, L6113a, L6194, IEX-161, IEX-129, L6112, L6111, IL0014
- c. Section III - Forms and Endorsements Only:
- d. Section IV - Forms and Endorsements Only:

Item 7. Mortgage Clause: Subject to the provisions of the mortgage clause, loss on building items shall be payable to: (insert Name(s) of Mortgagee(s) &amp; mailing address(es))

Salem Lafayette, LLC c/o Steven Faber, 1238 Washington Street, Canton, MA 02021

Item 8. The Total Advance Premium is: (enter below)

\$4,400.00 and is payable \$4,400.00 at inception, and N/A at each anniversary.

☐ NOT APPLICABLE Unless indicated by X in the box as "NOT APPLICABLE" the premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date.

Countersignature Date

04/12/00

Thomas A. Kelly  
Authorized Signature

***Package Policy***

***Location: 73 Lafayette Street Salem MA 01970***

***Company: Generali US Branch***

***Effective: 02/19/2000 - 02/19/2001***

<b><i>Coverage: Business Personal Property</i></b>	<b><i>\$ 150,000</i></b>
<b><i>Loss of Earnings</i></b>	<b><i>\$ 125,000</i></b>
<b><i>Deck Addition</i></b>	<b><i>\$ 30,000</i></b>
<b><i>Awning</i></b>	<b><i>\$ 2,000</i></b>
<b><i>Deductible</i></b>	<b><i>\$ 1,000</i></b>

***\*\*80% Co-Insurance-Replacement Cost***  
***All Risk excluding flood & earthquake***

<b><i>Comprehensive General Liability</i></b>	
<b><i>General Aggregate</i></b>	<b><i>\$1,000,000</i></b>
<b><i>Products/Completed Operations</i></b>	<b><i>\$1,000,000</i></b>
<b><i>Personal &amp; Advertising Injury</i></b>	<b><i>\$1,000,000</i></b>
<b><i>Each Occurrence</i></b>	<b><i>\$1,000,000</i></b>
<b><i>Fire Legal</i></b>	<b><i>\$ 50,000</i></b>
<b><i>Medical Payments</i></b>	<b><i>\$ 5,000</i></b>

***\*\*\*Based on total sales of \$1,000,000***

**LIQUOR LIABILITY**

***Company: Generali US Branch***

***Effective: 02/19/2000 – 02/19/2001***

***Coverage: Each Common Cause: \$1,000,000***  
***Aggregate: \$1,000,000***

***\*\* (Premium based on \$800,000 liquor receipts)***

***EXPIRING PREMIUM***

***RENEWAL PREMIUM***

***Based on total receipts: \$500,000***

***\$1,000,000***

***Liquor receipts: \$400,000***

***\$ 800,000***

***Contents: \$150,000***

***\$ 150,000***

***Business Income: \$120,000***

***\$ 125,000***

***Awning: \$ 2,000***

***\$ 2,000***

***Deck Addition:***

***\$ 30,000***

***\$ 11,200.00***

***\$ 11,245.72***

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MASSACHUSETTS

\_\_\_\_\_  
STEPHEN D. CAIAZZO,  
Plaintiff

v.

THE MEDALLION INSURANCE  
AGENCIES, INC.,  
Defendant  
\_\_\_\_\_

CIVIL ACTION NO.  
04-12627 RCL

**AFFIDAVIT OF DEAN CARNAHAN**

I, Dean Carnahan, under oath, state the following:

1. I am the attorney for Stephen D. Caiazzo, the plaintiff in this action.
2. On August 3, 2005, I attended the deposition of Attorney Collins taken by Medallion's attorneys. At that deposition:
  - a. Attorney Collins testified that he first learned of the personal injury claim against Caiazzo in December 2002 and that he sent a letter to Medallion on December 14, 2002;
  - b. Attorney Collins testified that he never saw any documents relating to a disability income policy for Caiazzo; and
  - c. Attorney Collins was not asked if he had any policy documents showing personal or business property coverage when Caiazzo's property was lost.
3. In July 2005, Attorney Collins produced his files relating to Caiazzo's claims against Medallion (and other claims) pursuant to a subpoena from Medallion's attorneys. His files did not contain notes or memoranda of conversations with Caiazzo, but only correspondence, pleadings and other documents sent or received by Attorney Collins. In the documents produced:
  - a. There were no documents for 1998 and no documents until 2002 regarding the personal injury claim against Caiazzo;

- b. There were no documents concerning a disability income policy for Caiazzo; and
- c. There were no documents showing personal or business property coverage in effect at the date of loss or for any other dates.

Signed under the pains and penalties of perjury this 5<sup>th</sup> day of October 2005.

/s/ Dean Carnahan  
Dean Carnahan

B-2274-DCAFF

## **EXHIBIT 3**



UNITED STATES BANKRUPTCY COURT, DISTRICT OF MASSACHUSETTS  
 Proceeding Memorandum/Order of Court

**DOCKETED**

In re: Jenna's Pub Inc.

Case#: 01-14500

Ch: 7

MOVANT/APPLICANT/PARTIES:

1. #80 Motion of Chapter 13 Trustee for Authority to Conduct Private Sale of Restaurant Property  
 Notice of Sale  
 #90 Offer to Purchase by F. K. Landolphi  
 #100 Objection to Trustee's Notice of Intended Private Sale of Restaurant Property Free and Clear of Liens, Claims and Encumbrances  
 (Yellin, Sheehan) (obj. 11/21/01 by 4:00)

OUTCOME:



By Agreement of the Parties

Granted - Approved - Sustained

Denied - Denied without prejudice - Withdrawn in open court - Overruled

OSC enforced/released

Continued to: \_\_\_\_\_ For: \_\_\_\_\_

Formal order/stipulation to be submitted by: \_\_\_\_\_ Date due \_\_\_\_\_

Findings and conclusions dictated at close of hearing incorporated by reference.

Taken under advisement: Brief(s) due \_\_\_\_\_ From \_\_\_\_\_

Response(s) due \_\_\_\_\_ From \_\_\_\_\_

Fees allowed in the amount of: \$ \_\_\_\_\_ Expenses of: \$ \_\_\_\_\_

No appearance/response by: \_\_\_\_\_

DECISION SET OUT MORE FULLY BY COURT AS FOLLOWS:

*#50. Sale approved to Caiazzo for \$5,500.00.*

*Trustee may abandon neon signs.*

IT IS SO NOTED:

*Patricia J. Heaney*  
 Courtroom Deputy

IT IS SO ORDERED:

*William C. Hillman*  
 William C. Hillman, U.S. Bankruptcy Judge

Dated: 11/28/01

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## **EXHIBIT 4**

COINSURANCE CONTRACT

## SPECIAL MULTI-PERIL POLICY SECTION I—SPECIAL PERSONAL PROPERTY FORM

MP 00 14  
(Ed 10 83)

### I. PROPERTY COVERED

**PERSONAL PROPERTY OF THE INSURED:** Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured, all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions constituting a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the

insured exclusive of rent paid by the insured, but which are not legally subject to a removal by the insured

**PERSONAL PROPERTY OF OTHERS:** This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises

Loss shall be adjusted with the named insured for the account of the owners of the property except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made.

### II. ADDITIONAL COVERAGE

**COLLAPSE**—This policy insures against risk of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following

- a. fire, lightning, windstorm, hail, explosion, smoke, aircraft, vehicles, riot, civil commotion, vandalism or malicious mischief, breakage of glass, falling objects, weight of snow, ice or sleet, water damage, all only as insured against in this policy
- b. hidden decay
- c. hidden insect or vermin damage,
- d. weight of people or personal property,
- e. weight of rain which collects on a roof,
- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation

This Company shall not be liable for loss to the following types of property, if otherwise covered in this policy, under items b., c., d., e. and f., unless the loss is a direct result of the collapse of a building

outdoor radio or television antennas, including their lead-in wiring, masts or towers, awnings, gutters and downspouts, yard fixtures, outdoor swimming pools, fences, piers, wharves and docks, beach or diving platforms or appurtenances, retaining walls, walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion

This Additional Coverage does not increase the amount(s) of insurance provided in this policy

### III. PROPERTY NOT COVERED

This policy does not cover

**A.** Property sold by the insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers

**B.** Aircraft, watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises) and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured

This provision does not apply to the following types of property when held for sale or sold but not delivered

- 1. Watercraft (including motors, equipment and accessories) while not afloat,
- 2. Motorcycles, motorscooters and snowmobiles, or
- 3. Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured,

- 1. Aircraft,
- 2. Watercraft, including motors, equipment and accessories, while not afloat, or
- 3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.

**C.** Personal property while waterborne

**D.** Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage

**E.** Accounts, bills, currency, deeds, evidences of debt, money and securities,

**F.** Outdoor signs, whether or not attached to a building or structure.

**G.** Growing crops and lawns

**H.** Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

### IV. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

- 1. Except for loss caused by the "specified perils"
  - (a) Fur and fur garments are covered for not exceeding loss in the aggregate of \$2,500 in any one occurrence for all contributing insurance
  - (b) Jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals are covered for not exceeding loss in the aggregate of \$2,500

in any one occurrence for all contributing insurance. This limitation shall not apply to jewelry and watches valued at \$50 or less per item.

(c) Patterns, dies, molds, models and forms are covered for not exceeding loss in the aggregate of \$2,500 in any one occurrence for all contributing insurance.

(d) Stamps, tickets and letters of credit are covered for not exceeding loss in aggregate of \$250 in any one occurrence for all contributing insurance.

2. Valuable papers and records meaning computer programs and books of account, manuscripts, abstracts, drawings, card index systems and other records including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, are covered only against loss caused by the "specified perils".

3. Animals and pets are not covered, except when held for sale or sold but not delivered, and then only against death or destruction directly resulting from or made necessary by the "specified perils".

4. Outdoor trees, shrubs and plants are not covered, except: (a) when held for sale or sold but not delivered, and then only against direct loss by the "specified perils", or (b) as provided in the Extensions of Coverage.

5. Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature are covered against loss by breakage only if directly caused by the "specified perils".

This limitation shall not apply to bottles or similar containers of property for sale or sold but not delivered, nor to lenses of photographic or scientific instruments

6. Steam boilers, steam pipes, steam turbines and steam engines are not covered against loss caused by bursting, rupture, cracking or explosion originating therein (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber).

7. Machines and machinery are not covered against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.

The term "specified perils" shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic fire protective systems.

## V. EXTENSIONS OF COVERAGE

Each of the limits of liability specified or the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

**A. Property at Newly Acquired Locations:** The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$10,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

**B. Personal Effects:** The insured may apply up to \$500 to cover direct loss in any one occurrence by the perils not otherwise excluded to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.

**C. Valuable Papers and Records:** The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril not otherwise excluded to valuable papers and records consisting of computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.

**D. Outdoor Trees, Shrubs and Plants:** The insured may apply up to \$1,000 to cover outdoor trees, shrubs and plants at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be

liable for more than \$250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

**E. Extra Expense.** The insured may apply up to \$1,000 to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the designated premises.

Extra expense means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for

1. loss of income,
2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced, or
3. any other consequential or remote loss



2. Valuable papers and records meaning computer programs and books of account, manuscripts, abstracts, drawings, card index systems and other records including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, are covered only against loss caused by the "specified perils".

3. Animals and pets are not covered, except when held for sale or sold but not delivered, and then only against death or destruction directly resulting from or made necessary by the "specified perils".

4. Outdoor trees, shrubs and plants are not covered, except: (a) when held for sale or sold but not delivered, and then only against direct loss by the "specified perils"; or (b) as provided in the Extensions of Coverage.

5. Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature are covered against loss by breakage only if directly caused by the "specified perils".

This limitation shall not apply to bottles or similar containers of property for sale, or sold but not delivered, nor to lenses of photographic or scientific instruments.

6. Steam boilers, steam pipes, steam turbines and steam engines are not covered against loss caused by bursting, rupture, cracking or explosion originating therein (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber).

7. Machines and machinery are not covered against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.

The term "specified perils" shall mean direct loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic fire protective systems.

## V. EXTENSIONS OF COVERAGE

Each of the limits of liability specified or the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

**A. Property at Newly Acquired Locations:** The insured may apply up to 10% of the limit of liability specified for Personal Property of the insured, but not exceeding \$10,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

**B. Personal Effects:** The insured may apply up to \$500 to cover direct loss in any one occurrence by the perils not otherwise excluded to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.

**C. Valuable Papers and Records:** The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril not otherwise excluded to valuable papers and records consisting of computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.

**D. Outdoor Trees, Shrubs and Plants:** The insured may apply up to \$1,000 to cover outdoor trees, shrubs and plants at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be

liable for more than \$250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

**E. Extra Expense:** The insured may apply up to \$1,000 to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the designated premises.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for:

1. loss of income;
2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced; or
3. any other consequential or remote loss.

## **EXHIBIT 5**

LAW OFFICES  
OF  
STEVEN R. WHITMAN  
197 PORTLAND STREET  
BOSTON, MASSACHUSETTS 02114-1716  
TEL. (617) 227-8118  
FAX. (617) 523-1345  
WALTHAM • (617) 893-8118  
WOBBURN • (617) 937-8118

STEVEN R. WHITMAN\*  
RONALD W. DUNBAR, JR.  
\* ALSO ADMITTED IN FLORIDA

November 5, 1996

Mr. Stephen Ciazso  
307 Edgemere Road  
Lynnfield, MA 01940

Re: Joseph Cuticchia

Dear Mr. Ciazso:

As you know, on September 30, 1996, this office sent you a letter regarding Mr. Cuticchia who was injured while at Cias. As of today, I have not heard from your insurance company regarding this incident. If this office does not hear from your insurance company within fifteen days (15), we will file a lawsuit against you. Do not directly contact this office. Simply forward this notice to your insurance company immediately. Govern yourself accordingly.

Sincerely,



Ronald W. Dunbar, Jr.

c:\wp51\mrd\lcl\0930.96

LAW OFFICES  
OF  
STEVEN R. WHITMAN  
197 PORTLAND STREET  
BOSTON, MASSACHUSETTS 02114-1716  
TEL. (617) 227-8118  
FAX. (617) 523-1345  
WALTHAM • (617) 893-8118  
WOBBURN • (617) 937-8118

STEVEN R. WHITMAN\*  
RONALD W. DUNBAR, JR.  
STEVEN M. CARR

\*ALSO ADMITTED IN FLORIDA

January 9, 1997

Cias  
131 Exchange Street  
Malden, MA 02148  
Attn: Stephen Ciazzo

RE: Joseph Cuticchia

Dear Mr. Ciazzo:

As you know, on September 30, 1996, this office sent you a letter regarding Mr. Cuticchia who was injured while at Cias. As of today, I have not heard from your insurance company regarding this incident. If this office does not hear from your insurance company within fifteen (15) days, we will file a lawsuit against you. Do not directly contact this office. Simply forward this notice to your insurance company immediately. Govern yourself accordingly.

Sincerely,



Ronald W. Dunbar, Jr.  
RWD/dmb

c:\wp51\dmb97\cuti0109 97



110 Florence Street  
PO Box 367  
Malden, MA 02148

Tel(781)324-4118  
Fax(781)397-9270

**The Medallion  
Insurance Agencies,  
Inc.**

# Fax

<b>To:</b>	Commercial Liability Claims	<b>From:</b>	Jean D'Addario
<b>Co:</b>	RCA	<b>Email:</b>	
<b>Fax:</b>	413-739-7416	<b>Pages:</b>	
<b>Phone:</b>	800-851-9200	<b>Date:</b>	2/28/2003
<b>Insured:</b>	Stephen Caiazza/Donna's Pub	<b>CC:</b>	
<b>RE:</b>	General Liability,		

☐ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

Dear RCA,

Please see the attached legal documents that were received in our office regarding the above mentioned. I am not sure whether this was written through RCA or not as the date of loss is 9/13/96.

Our computer system and our paper files do not go back to 1996.

Thanks for your help in this matter.

Sincerely,

## **EXHIBIT 6**

110 Florence Street  
PO Box 367  
Malden, MA 02148

Tel(781)324-4118  
Fax(781)397-9270

**The Medallion  
Insurance Agencies,  
Inc.**

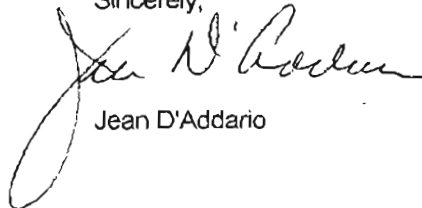
# Fax

<b>To:</b>	Claims Dept.	<b>From:</b>	Jean D'Addario
<b>Cc:</b>	HT Bailey	<b>Email:</b>	
<b>Fax:</b>	781-646-3911	<b>Pages:</b>	
<b>Phone:</b>	781-641-4400	<b>Date:</b>	4/25/2003
<b>Insured:</b>	Donna's Pub Inc. dba Cai's Food & Spirits	<b>CC:</b>	
<b>RE:</b>	Pacific : Liquor Liability: Pol # ZQ0002802 Interstate: Gen Liab: Pol# IGL11025816 Claim: DOL: 9/13/1996		<i>Policy Period - 8/96 - 8/97</i>

☐ Urgent    ☐ For Review    ☐ Please Comment    ☐ Please Reply    ☐ Please Recycle

Please forward attached claim to both of the insurance companies named above. We have been trying to locate our file and it appears it was lost when we moved and our files went to storage. The lawyer for our insured, Tom Collins, is requesting a copy of the policies. Could you please request copies faxed to my attention as soon as possible. Thank you so much.

Sincerely,



Jean D'Addario

## **EXHIBIT 7**

## ATTACHMENT 4



Essex County Sheriff's Department • PO Box 2019 • Salem, MA 01970 • 978-750-1900 ext. 3590

Essex, ss.

March 26, 2002

I hereby certify and return that on 03/22/02 at 4:45pm I served a true and attested copy of the summons and complaint, civil action cover sheet, tracking order and exhibits in this action in the following manner: To wit, by leaving at the last and usual place of abode of Calazzo, Stephen, 54 Pleasant Street, Rockport, MA. and by mailing first class to the above address on 03/25/02. Fees: Service \$10.00, Conveyance \$4.50, Attest \$4.00, P&H \$1.95, Travel \$6.60, Total Fees \$27.05

Deputy Sheriff Ulrick LaFontant

*Ulrick LaFontant*  
Deputy Sheriff

Dated: , 20 .

N.B. TO PROCESS SERVER:-

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

, 20 .

COMMONWEALTH OF  
MASSACHUSETTS

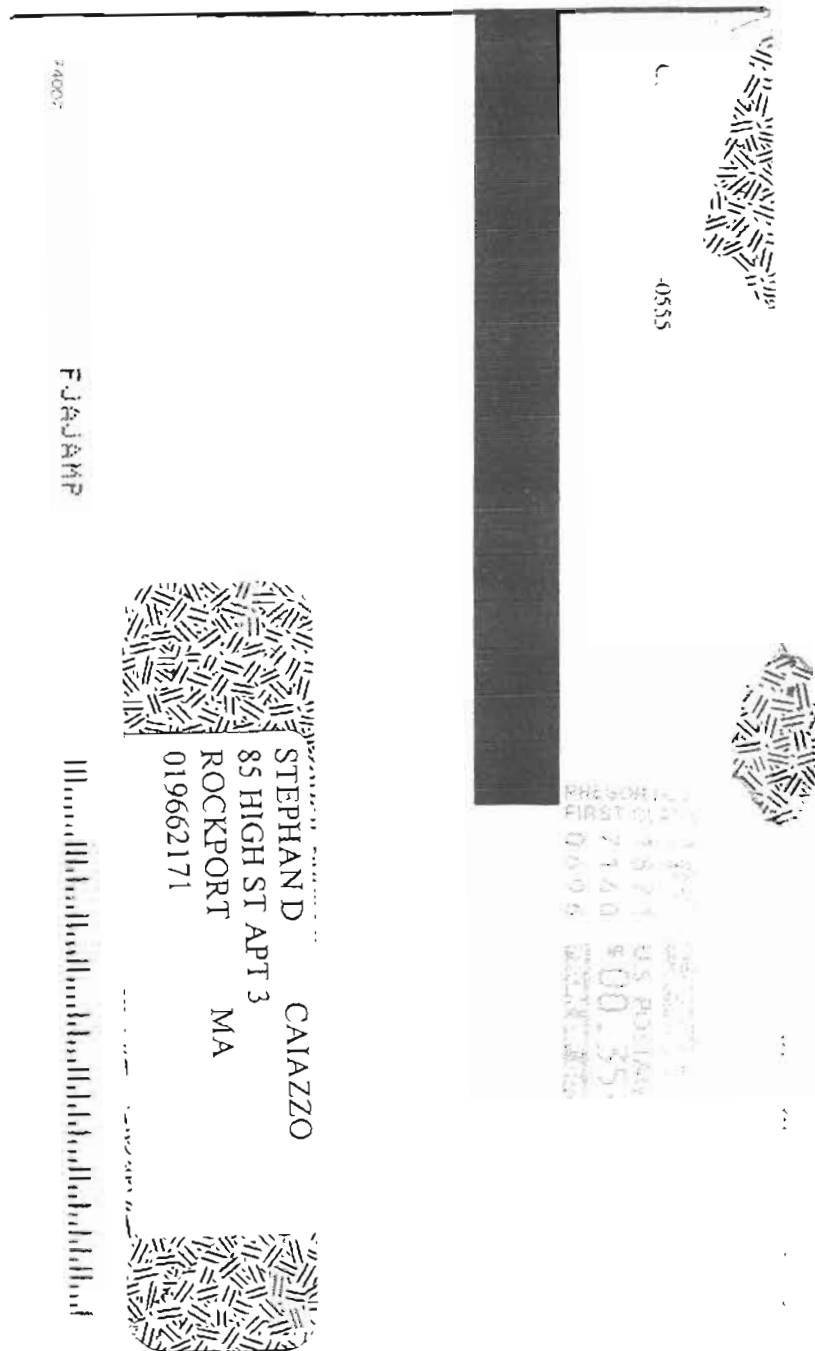
ESSEX, ss. SUPERIOR COURT  
CIVIL ACTION  
No.

Plaintiff(s)

v.

Defendant(s)

SUMMONS  
(Mass. R. Civ. P. 4)









LAW OFFICES  
OF  
STEVEN R. WHITMAN  
197 PORTLAND STREET  
BOSTON, MASSACHUSETTS 02114-1716  
TEL. (617) 227-8118  
FAX. (617) 523-1345  
WALTHAM • (781) 893-8118  
WOBURN • (781) 937-8118  
MALDEN • (781) 662-8118

STEVEN R. WHITMAN\*  
DANIEL P. MUNNELLY  
\*ALSO ADMITTED IN FLORIDA  
TARA M. HOLMES, CLA  
PARALEGAL

August 28, 2002

Essex Superior Court  
Civil Clerk's Office  
34 Federal Street  
Salem, MA 01970

Re: Joseph Cuticchia v. Donna's Pub d/b/a Cias and Stephen Caiazzo  
Essex Superior Court, Civil Action No: 02-0498  
Our File No: SW1794

Dear Sir/Madam:

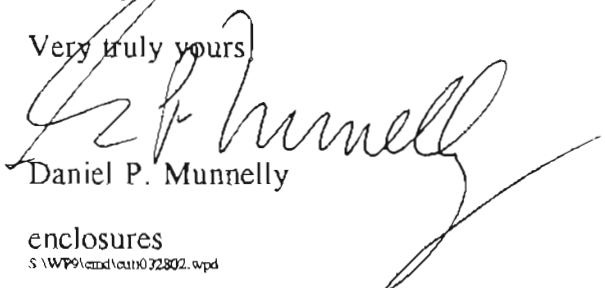
Enclosed please find the following with reference to the above entitled action:

1. Request for Default and
2. Certificate of Service.

Kindly docket and file same.

Thank you.

Very truly yours,

  
Daniel P. Munnelly

enclosures

S:\WP9\cmad\out\072802.wpd

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

ESSEX SUPERIOR COURT  
CIVIL ACTION NO: ESCV2002-00498

JOSEPH CUTICCHIA  
PLAINTIFF

v.  
DONNA'S PUB, INC. d/b/a CIAS and  
STEPHEN CALAZZO  
DEFENDANTS

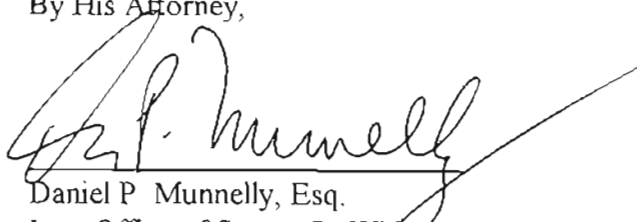
REQUEST FOR DEFAULT

I, Daniel P. Munnelly, Esq. attorney for the above-named plaintiff, Joseph Cuticchia, states that the complaint in which a judgment for affirmative relief is sought against the defendants herein, was filed on March 14, 2002 and the Original Summons, copy of the Complaint, Civil Action Cover Sheet, and Tracking Order have been served on the defendant herein on March 22, 2002 as appears from the officer's return (a copy of which is attached); that the time within which the defendants shall serve a responsive pleading or otherwise defend pursuant to Rule 55(a), has expired and the defendant herein has failed to serve or file an answer or otherwise defend as to the complaint.

Wherefore, the plaintiff makes application that the defendants, Donna's Pub Inc and Stephen Caizzo be defaulted.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 28 DAY OF August, 2002.

Plaintiff,  
By His Attorney,

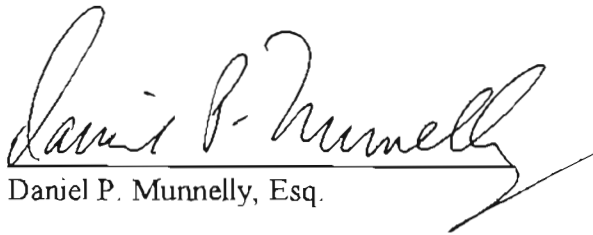
  
Daniel P. Munnelly, Esq.  
Law Office of Steven R. Whitman  
197 Portland Street  
Boston, MA 02114  
(617) 227-8118  
BBO# 631223

S:\WP9\ctd\Pleading\CourtForms\Ccuticchia082802.wpd

**CERTIFICATE OF SERVICE**

I, Daniel P. Munnelly, attorney for the Plaintiff, hereby certify that I served a copy of the within document on the defendant, by mailing a copy of same, first class mail, to:

Stephen Caiazzo  
54 Pleasant Street  
Rockport, MA 01966

A handwritten signature in cursive script, reading "Daniel P. Munnelly", written over a horizontal line. The signature is fluid and extends slightly to the right of the line.

Daniel P. Munnelly, Esq.

Dated: August 28, 2002

United States Postal Service		Today's Date		Sender's Name	
Sorry We Missed You! We <sup>2</sup> Deliver for You		8-27-02		CUMMINGS	
Item is at: Post Office (See back)		Available for Pick-up After		We will redeliver or you or your agent can pick up. See reverse.	
Letter		Date: 8-28		Time: 8:30	
For Delivery: (Enter total number of items delivered by service type)		<input checked="" type="checkbox"/> If checked, you or your agent must be present at time of delivery to sign for item.			
Large envelope, magazine, catalog, etc.		Article Number(s)			
Parcel		7001 0320 0003 0105			
Express Mail (We will attempt to deliver on the next delivery day unless you instruct the post office to hold it.)		3889			
Registered					
Insured					
Return Receipt for Merchandise					
Certified					
Recorded Delivery Firm Bill					
Perishable					
Other:					
Article Requiring Payment		Amount Due			
Postage Due <input type="checkbox"/> COD <input type="checkbox"/> Customs <input type="checkbox"/>		\$			
<input type="checkbox"/> Final Notice: Article will be returned to sender on		Delivered by and Date			
PS Form 3849, November 1999		Delivery Notice/Reminder/Receipt			

P.O. BOX 850309  
BOSTON, MA 02185-0309

DO NOT FORWARD  
ADDRESS SERVICE REQUESTED

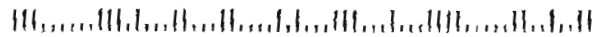


STEPHEN CAIAZZO

6 KING ST

CAIA006 019662021 1602 08 09/17/02  
NOTIFY SENDER OF NEW ADDRESS  
CAIAZZO  
85 HIGH ST APT 3  
ROCKPORT MA 01966-2171

019662021



13-8

P.O. BOX 850309 • BOSTON MA 02185  
TELEPHONE 1-800-878-2296 EXT.

ALAN TATE  
INVESTIGATOR

LAW OFFICES OF  
STEVEN R. WHITMAN  
197 PORTLAND STREET  
BOSTON, MASSACHUSETTS 02114-1716

57 AT Pleasant Street  
Stephen Caiazzo  
Rockport, MA 01966

CAIA057 019662003 1602 17 11/27/02  
NOTIFY SENDER OF NEW ADDRESS  
CAIAZZO  
65 HIGH ST APT 3  
ROCKPORT MA 01966-2171

01966/2171

01966/2171



**CERTIFICATE OF SERVICE**

I, Daniel P. Munnelly, attorney for the Plaintiff, hereby certify that I served a copy of the within document on the defendant, by mailing a copy of same, first class mail, to:

Stephen Caiazzo  
54 Pleasant Street  
Rockport, MA 01966

A handwritten signature in black ink, appearing to read "D. P. Munnelly", is written over a horizontal line. A long, sweeping horizontal stroke extends from the end of the signature to the right.

Daniel P. Munnelly, Esq.

Dated: November 25, 2002



COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

ESSEX SUPERIOR COURT  
CIVIL ACTION NO:00498-C

\_\_\_\_\_  
JOSEPH CUTICCHIA  
PLAINTIFF

v.

\_\_\_\_\_  
DONNA'S PUB, INC. d/b/a CIAS and  
STEPHEN CALAZZO  
DEFENDANTS  
\_\_\_\_\_

**Affidavit of Plaintiff's Attorney in Support of Motion For**  
**Approval of Real Estate Attachment**

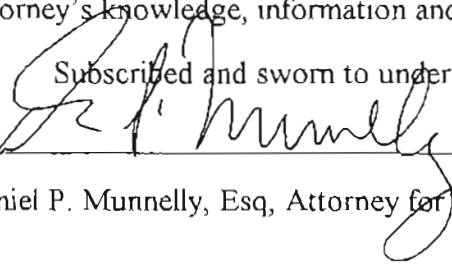
In support of Plaintiff's motion, Plaintiff's Attorney deposes and says as follows:

1. Defendant is indebted to Plaintiff in the amount of \$36,231.48 as evidence by the judgment rendered by the Malden District Court on 2/2/99..
2. To the best of Plaintiff's knowledge, Defendant has no valid defense to the claim.
3. This action against Defendants is based on an underlying judgment, a copy of which is attached to Plaintiff's Complaint.
4. The total amount of the indebtedness is approximately \$36,231.48, as of the date of filing this present collection action.
5. Demand for payment has been made by Plaintiff and Plaintiff's attorneys and Defendant have made no response and no payment has been received.
6. Plaintiff is informed that Defendant owns real estate located in Essex County.
7. Plaintiff knows of no insurance owned by Defendant which would provide coverage for the claim as set forth in Plaintiff's complaint.
8. If the said real estate should be sold or conveyed, it is unlikely that Plaintiff would be able to satisfy any judgement that it may recover against Defendants.

WHEREFORE, Plaintiff seeks this approval for a real estate attachment and files this affidavit in support thereof, the information set forth therein being true to the best of Plaintiff Attorney's knowledge, information and belief.

Subscribed and sworn to under the penalties of perjury this 5<sup>th</sup> day of December, 2002.

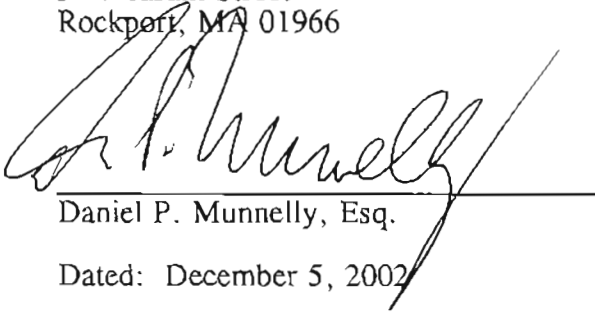
By

  
Daniel P. Munnely, Esq, Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

I, Daniel P. Munnely, attorney for the Plaintiff, hereby certify that I served a copy of the within document on the defendant, by mailing a copy of same, first class mail to:

Stephen Caiazzo  
54 Pleasant Street  
Rockport, MA 01966

A handwritten signature in black ink, appearing to read "D. P. Munnely", is written over a horizontal line. The signature is fluid and cursive.

Daniel P. Munnely, Esq.

Dated: December 5, 2002

LAW OFFICES OF  
STEVEN R. WHITMAN  
197 PORTLAND STREET  
BOSTON, MASSACHUSETTS 02114-1716

For  
Tom  
D'Adamo

Stephen Caiazzo  
54 Pleasant Street  
Rockport, MA 01966



Commonwealth of Massachusetts  
County of Essex  
The Superior Court

CIVIL DOCKET# ESCV2002-00498-C

RE: Cuticchia v Donna's Pub Inc et al

TO: Daniel P Munnelly, Esquire  
Whitman Law Offices (Steven R)  
197 Portland Street  
5th floor  
Boston, MA 02114



---

**NOTICE OF SCHEDULED APPEARANCE**

You are required to appear in the above referenced case for a:  
**Motion/Hearing: Assess damages.**

Your appearance is scheduled as follows:

DATE: **12/05/2002**  
TIME: **02:00 PM**  
LOCATION: **CtRm 3 (Lawrence)** in Lawrence

**Plaintiff to notify all parties and bring a copy of said notice to the hearing.**  
**The plaintiff shall file, at or before the hearing, an affidavit as required by**  
**Mass.R.Civ.P.55(b)(6) and submit a proposed Judgment and finding at the time of**  
**the hearing.**

Dated at Lawrence, Massachusetts this 17th day of October,  
2002.

Diane M. Kottmyer, Justice

BY:

Kevin Jones  
Assistant Clerk

Telephone: (978) 687-7463

## **EXHIBIT 8**



MITT ROMNEY  
GOVERNOR

KERRY HEALEY  
GOVERNOR

# COMMONWEALTH OF MASSACHUSETTS

Office of Consumer Affairs and Business Regulation

## DIVISION OF INSURANCE

One South Station • Boston, MA 02110-2208

(617) 521-7777 • FAX (617) 521-7575

Springfield Office (413) 785-5526

TTY/TDD (617) 521-7490

<http://www.state.ma.us/dor>

BETH LINDSTROM  
DIRECTOR, CONSUMER AFFAIRS  
AND BUSINESS REGULATION

JULIANNE M. BOWLER  
COMMISSIONER OF INSURANCE

May 4, 2004

Mr. John Daddario  
Medallion Insurance Agencies, Inc.  
110 Florence Street  
Malden, MA 02148

RE Stephen D. Caiazza  
DOI File Number 571500

Dear Mr. Daddario

Attached herewith please find a copy of a complaint recently received by the Consumer Service Section

Kindly review this complaint, and provide two (2) copies of your detailed, substantive, written response to the issue(s) raised in the complaint. Your response must include any and all documentation that supports your response. Such supporting documentation may include, but not be limited to, the following: (1) the application for insurance; (2) the insurance policy; (3) relevant notices; (4) internal memos; (5) correspondence; and (6) the appropriate DOI registration number for Stephen D. Caiazza.

Please be advised that your response is due no later than **fourteen (14) days** after receipt of this letter. Your failure to file a timely response may result in a separate administrative action.

In advance, I thank you for your anticipated cooperation. If you have any questions or need to speak to me, I can be reached at 617-521-7465 or, in the alternative, at [Richard.Rose@state.ma.us](mailto:Richard.Rose@state.ma.us).

Sincerely,

Richard Rose  
Insurance Compliance Analyst

CLYDE  
OF London

212 424  
8000  
Summary

1. NO PROPERTY POLICY  
WRITTEN INSURANCE  
PREMIUM WAS TOO  
EXPENSIVE FOR INSURE.

POL #  
LG10126032. LIABILITY POLICY  
WRITTEN 3/22/01  
CANCELLED NON PAY 12/15/01

POL # LG20126033. LIQUOR LIABILITY  
POLICY. WRITTEN  
3/22/01 CANCELLED  
NON PAY 12/15/01

POL #  
WC60934301. WORKERS COMPENSATION  
POLICY WRITTEN 2/23/01  
CANCELLED NON PAY  
10/17/01

Date	By	Policy	Eff Date	Tran	Action Description
06/10/2003	JN	Y0632311A	05/19/2001	RWL	Claim Received declination for 9/13/1996 claim for Donna's Pub Inc from Pacific, the liquor carrier. I ca
2	06/10/2003	JN	Y0632311A	05/19/2001	RWL Claim Faxed lawyer's letter to Carrie Robinson @ HT Bailey re Donna's Pub claim 9/13/1996. A& B claim
2	05/21/2003	JN	Y0632311A	05/19/2001	RWL Claim Faxed Lawyers letter re Donna's Pub claim to Carrie Robinson @ HT Bailey. DOL: 9/13/1996
2	04/28/2003	JN	GHL01342	12/15/2001	CNP Claim Fax to Carrie Robinson re Donna's Pub claim.
04/28/2003	JN	LGL012603	03/22/2001	REW	Claim Faxed Loss Accord to Carrie Robinson @ HT Bailey for Donna's Pub claim.
04/28/2003	JN	GHL01342	12/15/2001	CNP	Telephone OutCalled Atty Tom Collins re Donna's Pub claim 9/13/1996. Need more info regarding lawsuit. Company do
2	04/25/2003	JN	Y0632311A	05/19/2001	RWL Claim Faxed Donna's Pub claim to HT Bailey/Pacific Ins on Liquor/Interstate on GL
2	02/28/2003	DG	LGL012603	12/15/2001	CNP Claim faxed to Insurance Innovators claim date of loss 9/10/01
02/28/2003	DG	GHL01342	03/22/2001	NBS	Claim Claim faxed to Insurance Innovators
02/28/2003	JN	GHL01342	03/22/2001	NBS	Claim Claim
02/28/2003	JN	GHL01342	03/22/2001	NBS	Claim Claim
01-28/2002	JN	GHL01342	<u>12/15/2001</u>	CNP	Billing Cancel, non pay/bus closed
01/28/2002	JN	LGL012603	<u>12/15/2001</u>	CNP	Billing Cancel, non-pay/Closed bus. Standard Funding did not cancel until 12/15/2001. Last payment made was
2	10/10/2001	MEDEA2	WC60934301	03/23/2001	REW Form Letter[Category]=Renewals [Title]=CNXNOT Canc eff 10/17/01. \$935 14 (343095) Standard T

LIABILITY

LIQUOR LIABILITY

WORKER'S COMPENSATION



JULY 6, 2004

DEAR MR. ROSE,

THE SUMMARY RECEIVED FROM JOHN D'ADDARIO REPRESENTS THE EXACT REASON FOR CONCERN OVER HOW THIS AGENCY CONTINUES TO OPERATE IN A POSITIVE MANNER FOR THE INSURED.

1. JOHN D'ADDARIO IS NOT AN EMPLOYEE OF MEDALLION INS. AGENCY ACCORDING TO PHONE CALL TO MEDALLION.

2. #1 - THE PROPERTY POLICY WAS TOO EXPENSIVE? THE AGENCY SAID WE HAD NO POLICY AT ALL.

#2. CANCELLED IN 12-15-01 (OF COURSE, WE WERE CLOSED IN SEPT?!

#3 NON-PAY IN 12/15/01 - AGAIN CLOSED IN SEPT. (COMPLETELY IRRILLEVENT)

#4 CANCELLED IN 10/17/01 - AGAIN WHAT DOES CANCELLATION IN OCT 17 HAVE TO DO WITH A CLAIM DURING SEPT-01

3. THEY NEVER MENTIONED CASE WITH DONNA'S AUTO INC. WITH

4. NEVER MENTIONED HARBOR REALTY

5. NEVER RESPONDED TO DISABILITY INCOME CLAIM

G.J. DEVINCENTIS HAS SAID ALL ALONG THAT  
WE DID NOT HAVE INS. COVERAGE.

A. LLOYDS OF LONDON PKG.

(INCLUDES EITHER INCOME DISABILITY,  
OR MEMORABILIA TAKEN FROM  
LOCATION.

ALSO (BEVERLY CO-OP AUTHORIZED)  
SO-CALLED CLEANERS TO  
CLEAN SEATTLEBUTTS.

B. LEGION PKG ALSO SHOWS COVERAGE